

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT CODE 12	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 68		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See page 1a		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		PS33-MGC		7. ADMINISTERED BY (If other than Item 6) CODE		PS33
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812				MSFC Adm: 33-MGC/Rhoney Triplett 256-544-4906 rhoney.triplett-1@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Hernandez Engineering, Inc. 17625 El Camino Real, Suite 300 Houston TX 77058				(x)		
				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-00179		
				10B. DATED (SEE ITEM 13) 10/01/00		
CODE SAP ID # 100289		FACILITY CODE 2Y303				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

see page 1a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

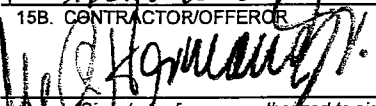
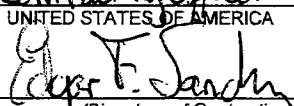
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (SpeciOption Year authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (SpeciOption Year type of modification and authority) FAR 53.232-22 "Limitation of Funds" and FAR 43.103 (a)(3)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Potential Award Fee	Earned Metric Evaluation Fee	Earned Performance Evaluation fee	Contract Value	Total Sum Allotted
Previous	\$ 56,294,312	\$ 541,605	\$1,095,401	\$1,690,326	\$59,621,644	\$54,492,423
This Mod	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,456,737
New Total	\$ 56,294,312	\$ 541,605	\$1,095,401	\$1,690,326	\$59,621,644	\$56,949,160

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) MIGUEL A. HERNANDEZ, JR. PRESIDENT & COO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Edgar F. Sanchez Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4-5-2006	16B. UNITED STATES OF AMERICA B Y  (Signature of Contracting Officer)	16C. DATE SIGNED 4-6-06

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM
30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Commit Itm/BA/WBS Element/Internal Order/Cost/Fund Ctr/Fund Amount**4200145871**

2550	62	644423.06.02.14.08	FC400000	62VP33	62-644423	ESAX22006D	\$106,000
2550	62	62-800-92-6B	FC400000	62NP40	62-800-92	ESAX22005D	\$2,000

4200147706

2550	62	790249.08.01	FC400000	62QD03	62-CNTRGA	EXCX22006D	\$1,500,000
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4200147673

2550	62	667560.08.04.02.01	FC400000	62QD10	62-667560	ESAX22006D	\$ 474,000
2550	62	667560.08.03.07	FC400000	62QD30	62-667560	EXCX22006D	\$ 40,930
2550	62	667560.08.03.02	FC400000	62QD30	62-667560	EXCX22006D	\$ 190,000
2550	62	667560.08.03.06	FC400000	62QD30	62-667560	EXCX22006D	\$ 15,625
2550	62	667560.08.03.01	FC400000	62QD30	62-667560	EXCX22006D	\$ 128,000
2550	62	667560.08.03.12	FC400000	62QD30	62-667560	EXCX22006D	\$ 182

Total**\$2,456,737**

The purposes of this modification are to: a) correct the funded total estimated cost and sum allotted totals incorrectly stated under Modification #67, b) provide incremental funding in the amount of \$2,456,737, c) move unused Special Study hours from the Base Year and Option Years 1 thru 4 periods of performance, d) reflect the authorized Special Study rate under the period of performance extension in addition to converting the contract value under run dollars (Base thru Option Years 1-4) into hours and shifting those hours into the Special Study Clause (H.7), e) authorize the use of available Special Study Hours for new requirements in support of Crew Launch Vehicle (CLV), Environment Control and Life Support System (ECLSS), f) tasks associated with the Marshall Safety Engineering Review Panel (MSERP), Reinforced Carbon-Carbon On-Orbit Crack Repair (ROCR), NASA Safety and Engineering Center (NESC) and Problem Reporting and Corrective Action (PRACA), and g) incorporate NASA FAR Supplement Clauses: 1852.237-72 (Access to Sensitive Information) and 1852.237-73 (Release of Sensitive Information). Accordingly, NAS8-00179 is modified as follows:

A. Under Clause B.5, this modification revises the funded total estimated cost incorrectly stated under Modification #67 from \$56,294,312 to \$51,165,091 and the total sum allotted from \$54,499,670 to \$54,492,423.

B. Under Clause B.5, this modification provides incremental funding in the amount of \$2,456,737. Therefore, the Total Sum Allotted on this contract increases from \$54,492,423 to \$56,949,160. In addition, revise the funding coverage date from May 9, 2006 to July 24, 2006

C. Under Clause H.7, this modification authorizes the transfer of unused Special Study Hours in the Base Year (1,500 hours), Option Year 1 (1,500 hours), Option Year 2 (1,500 hours), Option Year 3 (1,500 hours), and Option Year 4 (1,142.7 hours) to the Extension Year and adds 1,500 Special Study Hours omitted from the Extension Year. This results in a total transfer of 8,642.7 hours into the Special Study Clause (H.7) under the Period of Performance Extension.

D. Under Clause H.7, this modification shifts the contract value under run available in the Base Year (b)(4), Option Year 1 (b)(4), Option Year 2 (b)(4), Option Year 3 (b)(4), and Option Year 4 2005 (b)(4) to contract value in the form of Special Studies Hours for use in the Extension Year. The Special Study applicable labor rate for the Extension Year is established at (b)(4) for this conversion. Therefore, this conversion results in the availability of 65,391 Special Study Hours for use in the Extension Year. Furthermore, the Government will evaluate the contractor (when conducting the Performance Evaluation Board) based on its performance regarding tasks associated with its proposal (i.e. exclusive of CLV tasks, ECLSS Inspection tasks, PRACA tasks, ROCR tasks, NESC tasks, and MSERP tasks). For tasks associated with CLV, ECLSS Inspection, PRACA, ROCR, NESC, and MSERP, the contractor will be evaluated on its ability to manage these tasks in accordance the approved Extension Year negotiated composite direct labor rate (b)(4). During the

Performance Evaluation Board, the contractor shall present performance data on the core effort and performance data on tasks associated with CLV, ECLSS Inspection, PRACA, ROCR, NESC, MSERP, and any other task directives issued under the Special Studies Clause.

E. Under Clause H.7, this modification authorizes the total allocation of 74,033 hours into the Special Study Clause (H.7) that is available for use during the Period of Performance Extension that ends on September 30, 2006. The total pool allocation is made up of the following: a) rollover of 8,642.7 unused Special Study hours allocated under the Base, Option Years (1 thru 4) and period of Performance Extension that were previously omitted under Modification No. 65 and b) 65,391 of Special Study hours that were converted from the contract value under-runs during the Base and Option Years (1 thru 4) period of performances.

F. Under Clause H.7, this modification authorizes the use Special Study Hours for completion of the following Task Directives and amends the hours previously allocated to the tasks listed below:

- 4,882 Special Study Hours in support of Task Directive #154 (ECLSS Inspection);
- 29,104 Special Study Hours in support of Task Directive #159 (CLV);
- 11,837 Special Study Hours in support Task Directive #160 (MSERP-5,432.9 Special Study Hours/NESC-174.9 Special Study Hours/ROCR-6,229.2 Special Study Hours); and
- 7440 Special Study Hours for tasks in support of Task Directive #156 (Level II PRACA).

G. As result of contract closeout support services recently being provided by Digital Fusion (contractor) the following NASA FAR Supplement Clauses: 1852.237-72 (Access to Sensitive Information) and 1852.237-73 (Release of Sensitive Information) are hereby incorporated in full text in "Section I" in compliance with current NASA regulations.

H. The modification(s) made in A through G above are reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-00179. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Section	Pages Added	Pages Deleted
B.5 CONTRACT FUNDING	B-4 & 4a	B-4
H.7 SPECIAL STUDIES	H-4 & 4a	H-4
I.3 FULL TEXT CLAUSES	I-17 - I-20	N/A

I. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract
Change Identification

Contractor
Proposal Number

Modification No. 68 to Contract NAS8-00179

N/A

J. All other terms and conditions of contract NAS8-00179 remain unchanged.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

(End of clause)

B.4 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Amount</u>	<u>Period</u>
(b)(4)	10/01/00-09/30/01
	10/01/01-09/30/02
	10/01/02-09/30/03
	10/01/03-09/30/04
	10/01/04-09/30/05

(End of clause)

"B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990)

- (a) For the purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$53,622,828**. This allotment is for Safety and Mission Assurance (S&MA) Services and covers the following estimated period of performance: October 1, 2000, through **July 24, 2006**.
- (b) An additional amount of \$3,327,332 obligated under this contract for payment of fee.
- (c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Estimated Cost	51,165,091	2,456,737	53,621,828
Provisional Funding	541,605	0	541,605
Award Fee(s)			
Earned Award Fee	2,785,727	0	2,785,727
Performance Eval Fee	1,690,326	0	1,690,326
Metrics Eval. Fee	1,095,401	0	1,095,401
Total Sum Allotted	\$54,492,423	\$2,456,737	\$56,949,160

(End of clause)

not be added to any other change(s). The parties recognize that several unrelated changes may be grouped together in a bilateral contract modification for definitization; however, the dollar value of each individual change will be controlling in determining whether or not an equitable adjustment is in order. The foregoing shall not limit the rights of either party to an equitable adjustment to the extent specifically provided for in any provision of this Contract other than the "Changes-Cost Reimbursement" clause.

(End of clause)

H.7 SPECIAL STUDIES

(a) The Contractor shall furnish the necessary management, labor and materials necessary to perform special studies/tasks, as further defined in the Contract Performance Work Statement (PWS) that may be deemed necessary to support the overall MSFC S&MA activity.

(b) Work to be performed under this clause shall be specifically defined by means of written Technical Directives issued by the COTR and the Contracting Officer, which will be addressed to the Contractor. Each directive will contain the scope of work, period of performance desired, and such other instructions as necessary to properly define the task. In the event it takes any exception with the provisions of a Technical Directive, the Contractor shall proceed with the directive, but notify the Contracting Officer within 10 working days of receipt. Failure to notify the Contracting Officer within the stated time will constitute acceptance by the Contractor of the Technical Directive and all conditions pertaining to its issuance.

(c) A total of (b)(4) full-time equivalent direct hours have been authorized by the Government for the performance of this work scope. An equivalent direct hour is defined as fully burdened labor and non labor costs divided by the following amounts in the Contractor's Fiscal Year in which the costs are incurred: Base Year-(b)(4) Option Year 1-(b)(4) Option Year 2-(b)(4) Option Year 3-(b)(4) Option Year 4-(b)(4) Option Year 5-(b)(4) and the Extension Year-(b)(4). The amounts shown are fully burdened, exclusive of fee. In the event actual burdened composite labor costs vary from the amounts shown for each period in excess of plus or minus five percent, the value of an equivalent direct hour shall be adjusted by mutual agreement of the parties hereto to more accurately reflect actual labor mix Contract and costs. In the event that the base contract period of five years is extended or in the case of an under run where unused hours and/or contract value and/or funding can be identified for future use, the clause shall allow for provision of carrying forward into a follow-on year both uncommitted contract value and/or funding by converting dollars into Special Studies hours using the established rate for the follow-on period. At no time would the overall contract value or funding change as delineated by the funding clause of the contract and all conversion actions would be subject to

the limitation of funds clause of the current contract. (See charts in H.7.1 for the current conversion status and/or changes).

For effort performed under this provision, the Contractor shall earn fee equivalent of no more than the amount available in the award fee pool of 6.12 percent.

Chart H.7.1

Year	Contract Value (Total Cost)	Actuals (Total Cost)	Underrun/Overrun	Special Study Hrs. to add to Contract
Base Year (10/01/00 - 9/30/01)	\$6,524,328	(b)(4)	(b)(4)	3,699
Option Year Year 1 (10/01/01 - 9/30/02)	\$7,863,911			8,597
Option Year Year 2 (10/01/02 - 9/30/03)	\$9,185,356			9,479
Option Year Year 3 (10/01/03 - 9/30/04)	\$11,922,423			15,734
Option Year Year 4 (10/01/04 - 9/30/05)	\$11,608,672			27,882
Total	\$47,104,690			65,391

Chart H.7.2

Year	Available Special Study Hours	Notes
Base Year	1,500.0	
Option Year Year 1	1,500.0	
Option Year Year 2	1,500.0	
Option Year Year 3	1,500.0	
Option Year Year 4	1,142.7	
Extension Year	1,500.0	Prev. omitted
Total	8,642.7	

Chart H.7.3

Special Study Hours added to K	Special Study Hours moved to OPTION YEAR 2006	Total
65,391	8,642	(b)(4)

Chart H.7.4

Special Study (SS) Hours Available	Technical Directive #	(b)(4)
Authorized SS Hours and Assoc. Projects		
CLV	#159	29,104.0
ECLSS Inspection	#154	4,882.0
MSERP	#160	5,432.9
NESC	#160	174.9
ROCR	#160	6,229.2
Constellation Program	#156A	7440.0
Total SS Hours Authorized by this Mod		53,263.0
Special Study Hours Remaining Total		(b)(4)

I.3 FULL TEXT CLAUSES ATTACHED

1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f) suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend: Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation

shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions.

The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)